

NAME OF PARTICIPANT (or GROUP): _____

ADMINISTRATIVE OFFICE
20015 GREAT FALLS FOREST DRIVE
GREAT FALLS, VIRGINIA 22066

info@projecthorse.org



SERVICES & HORSE FACILITY
16334 BERLIN TURNPIKE
PURCELLVILLE, VIRGINIA 20132

(703) 517-6964

RELEASE, WAIVER & INDEMNITY AGREEMENT

For Participants, Visitors & Volunteers

The undersigned (hereinafter referred to as "Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as "Touchstone Farm", and/or to use or come into contact with horses and/or facilities either owned or controlled by Touchstone Farm (hereinafter "Touchstone Farm") or by Project Horse, Inc. (hereinafter "Project Horse"), and/or to receive training, instruction, coaching or counseling from the agents or employees of Project Horse, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the handling or riding of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS TOUCHSTONE FARM AND/OR TO USE OR COME INTO CONTACT WITH HORSES OWNED OR CONTROLLED BY PROJECT HORSE AND/OR TO RECEIVE TRAINING, INSTRUCTION, COACHING OR COUNSELING FROM THE AGENTS OR EMPLOYEES OF PROJECT HORSE, PARTICIPANT KNOWINGLY AND EXPRESSLY WAIVES PARTICIPANT'S RIGHTS TO SUE PROJECT HORSE, TOUCHSTONE FARM, THEIR MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY, AND PARTICIPANT AGREES TO ASSUME ALL RISKS INHERENT IN COMING IN CONTACT WITH HORSES, WHETHER MOUNTED OR NOT, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, AND PARTICIPANT EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO PARTICIPANT AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF PARTICIPANT, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.1-796.132B, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN. §§3.1-796.130 *et seq.* (Chapter 27.5, Code of Va. (1950)).

IF PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND PARTICIPANT'S RIGHTS TO SUE THE PARTIES NAMED IN THE FIRST

PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND PARTICIPANT, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS PROJECT HORSE, TOUCHSTONE FARM, THEIR MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY PARTICIPANT (OR PARTICIPANT'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY PROJECT HORSE, TOUCHSTONE FARM, THEIR MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by Participant and any parent or guardian whose signature appears on this document that this Release, Waiver & Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that Project Horse is covered by the provisions of that Act. This Release, Waiver & Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver & Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Participant has been advised to wear closed toe footwear at all times while coming in contact with horses, and to wear protective headgear at all times while riding, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury. Participant has been provided a copy of the Barn Rules.

Signature of Participant	Printed Name	Date
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Signature of Parent or Guardian*	Printed Name	Date
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***PARENT OR GUARDIAN MUST SIGN IN ADDITION TO PARTICIPANT, IF PARTICIPANT IS UNDER EIGHTEEN YEARS OF AGE.**

PHOTO RELEASE:

By initialing below, the participant gives permission for Project Horse to use photographs or videos of participant, identified only by first name and last initial, in any promotional materials or on our web site.

Participant's Initials: _____

TOUCHSTONE FARM RELEASE WAIVER

ASSUMPTION OF RISK, RELEASE AND HOLD HARMLESS AGREEMENT, AND WAIVER OF RIGHT TO SUE

(This release is governed by Virginia Code § 3.2-6200 *et seq.*)

In Consideration for the privilege of engaging in equine activities (as defined below) at 16334 Berlin Turnpike, Purcellville, Va. 20132 ("Touchstone Farm"), I, the undersigned does hereby assume all risk of engaging in such equine activities and agree to hold harmless and indemnify **Touchstone Farm, Ann W. Fortin and Albert Fortin, Martha Wunder, Project Horse, Inc., and Darcy Woessner, or their masters, officers, directors, members, employees, boarders, guests, tenants, and any landowners or other persons making property available for any equine activity, and all their successors or assigns (the "Releasees")** and further the releases them from any liability or responsibility for accident, damage, injury or illness to me or any horse owned by me or to any family member or spectator accompanying me on the premises of Touchstone Farm, ***I request permission to board horses and/or participate in equine activities at Touchstone Farm.***

Equine activity as used herein includes, but is not limited to: (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines, (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or value the equine, (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoofcare, including placing or replacing horseshoes or hoof trimming of an equine; (vii) providing or assisting in breeding or therapeutic veterinary treatment; and also (viii) grooming, caring for, or any other activity that places one in immediate proximity to an equine.

I fully understand that all equine activity is an **intrinsically dangerous activity** with many inherent risks including but not limited to the following: (i) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them (including, but not limited to, biting, kicking, and bucking); (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant (whether amateur or professional) acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability. Knowing all these intrinsic risks and dangers, I wish to participate in these activities and **I ACCEPT AND ASSUME ALL RISKS OF INJURY (including death) to me or my property.**

In exchange for being permitted to participate in these equine activities for myself, my heirs, guardian, and legal representatives, I release and agree not to make or bring any claim of any kind against the Releasees as a result of any injury (including death), to me or any damage to my property whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous equine activities; and I also agree if anyone makes any claims because of any injury to me (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims, including reasonable attorney's fees. My signature hereby indicates my agreement to wear a hard hat at all times while riding at Touchstone Farm and to obey all rules set forth by the Touchstone Farm, Ann W. Fortin, Albert Fortin, and its tenants.

Executed intending to be bound:

Signature: _____

Minor's Name(s) if Applicable:

Printed name: _____

Date: _____

(Parent or legal guardian must sign for those under 18 years of age)



BARN RULES

For the safety of all,
we kindly request that you adhere to
the following rules while at Project Horse.
Thank you.

DON'TS

No smoking in or near the barn.

No sudden movements or loud noises around the horses – they can spook easily.

Never go *under* a horse.

Never enter a stall without permission.

Never mount or ride a horse in the barn.

Do not feed the horses.

DO'S

Make sure the horse is aware of your presence before you approach and while you work with him or her.

Wear closed toe shoes or boots.

Children under age 8 must be supervised at all times.

Visiting pets must remain leashed and supervised.

A proper riding helmet must be worn at all times while mounted.

Ensure all gates remain closed and properly latched.

Report any potentially unsafe condition to a barn manager.

I have read and understand the above rules: _____ (initials)
